

TOWN OF GROTON

REQUEST FOR PROPOSALS #13-23

ADA ASSESSMENT

I. Introduction

The Town of Groton is soliciting proposals for consulting services to compile and implement a comprehensive ADA Access Audit and Transition Plan for parks and recreational facilities.

This Request for Proposals (RFP) seeks to secure the most qualified Consultant to assist the Town by performing field investigations on Town facilities (including parks, playgrounds, open space and various recreational facilities) and then using that information to develop a comprehensive ADA Transition Plan.

II. Background

The Americans with Disabilities Act (ADA) originally passed on July 26, 1990 as Public Law 101-336 (42 U.S.C. Sec. 12101 et seq.), became effective on January 26, 1992.

The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. It also established physical access requirements for public facilities.

III. Scope of Work

ADA Access Audit and Transition Plan for Parks and Recreation Facilities (See Appendix A). Following is a proposed scope of services for the development of the Town's ADA Access Audit and Transition Plan. Additional steps may be added as the Consultant determines appropriate based upon their experience.

1. ADA Access Audit

- a. The Consultant shall conduct an ADA Access Audit incorporating the components of a Program Access Test. Those facilities having "Employee Only Area" shall be reviewed as needed. The Consultant must meet Connecticut access requirements where they are more stringent than federal requirements. Consultants must also involve individuals with disabilities in the evaluation of sites, as required by Title II. 2010 Standards section 103 covering equivalent facilitations and section 104.1.1 concerning construction tolerances will be reported where applicable. Facilities are to be examined using enforceable

federal regulations, the most recent issued final guidelines or proposed guidelines, and in the alternative, the most recent final reports of the US Access Board.

b. The Consultant shall compile the final Access Report.

1. A site report shall be developed for each park. The site report must include a description of the specific barriers at each location, and a reference to the regulation or guideline citation. Both a printed copy of the report and an electronic version of the report shall be provided per recreation facility.
2. Each site report shall contain digital images of the barriers noted in each park and a reference drawing map showing the location of the barrier.
3. Each site report shall cite the specific federal or state regulations or guidelines used.
4. Each site report shall describe the Title II 35.150(b) methods for meeting the accessibility requirements, giving priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate.
5. Each site report shall provide a description of the ways in which each specific barrier can be removed as well as individual detailed cost estimate for each solution including the use of smart practices. Smart practices may be developed that are additional methods for making parks and recreation sites more usable for individuals with disabilities. These smart practices shall be included in the report. Smart practices shall be distinguished from requirements
6. Each site report shall provide a narrative that applies the program access test to multiple similar Groton Parks and Recreation sites, such as playgrounds or picnic areas, and shall recommend which of them shall be made compliant.
7. Each site report shall have checklists for the elements at each site, and all field notes shall be included as an index to the individual reports.
8. Title II provisions require involvement of people with disabilities in the evaluation of Groton parks and facilities, by providing them with the ability to provide comment. The consultant shall work with Groton Parks and Recreation staff to develop opportunities for public involvement from people with disabilities.

2. Comprehensive Transition Plan

- a. The Consultant shall develop the comprehensive ADA Transition Plan. The Transition Plan shall include recommendations for phased corrective work. A Transition Plan Report shall be developed in which the recommendations to meet accessibility standards are organized into priorities in order to comply with ADA Title II Section 35.150(d)(3) requirement that:

b. The plan shall, at a minimum

1. Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
2. Describe in detail the methods that will be used to make the facilities accessible.
3. Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period.
4. Projected costs for each of the recommendations shall be included in the Transition Plan, in order to assist Groton Parks & Recreation with planning of capital improvements plans to comply with remediation.

3. Project Database and Mapping

a. Database – the Consultant team shall develop a database for the ADA Transition Plan using Microsoft Excel or other Town approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by Town staff. The database shall correlate all aspects of the transition plan and shall be produced using the database, including but not limited to, Access Compliance Assessment Reports, Transition Plans, reference drawings, standard drawings and photographs. The database shall be the property of the Town of Groton when the ADA Transition plan compilation is complete;

b. Project Map – The Consultant shall develop a Town-wide reference map using an Esri compatible format. The map shall fully show distinct points for each identified barrier to access.

4. Deliverables

The following shall be the minimum deliverable elements:

- a. Final ADA Access Assessment and Transition Plan submitted in binder and electronic formats;
- b. Final Database and Project Map – electronic file(s).

5. Alternatives

Alternative 1. Employee Training

- a. Alternative 1 shall include a proposal to provide training to the recreation staff on how to conduct a self- assessment of ADA Compliance of parks and recreational facilities.

Alternative 2. Facility prioritization.

- b. Alternative 2 shall include two separate quotes; one for those facilities identified as a second priority and one for those identified third priority

IV. Submittals

The proposal shall be based on the Scope of Work as described above and shall be organized in an easy-to-follow format. The proposal shall include, but not be limited to, the following information:

1. The Consultant team's name, address and a brief history of the firm.
2. Names of specific individuals who will be assigned to this project and their relative experience. Resumes showing relevant experience are required of each team member assigned to this project.
3. Identify any unique experiences, abilities or services that can be provided by the Consultant to solve these challenges. Cite examples where these qualities were used.
4. Demonstrate the commitment that the Consultant will bring in responding to Town staff and project demands in a timely manner. Provide examples of past projects that show how the Consultant surpassed expectations in meeting the needs of the client.
5. Provide references for all similar work or ADA Transition Plans, which have been completed by the Consultant within the past five (5) years. Include the name, address and telephone number for a direct contact person (project manager) for each reference.

COST PROPOSAL The cost proposal shall be submitted as a lump sum, not to exceed figure. Alternatives as identified above shall be listed separately on the Proposal Form.

V. Evaluation Factors

A. Evaluation Statement - after the deadline for receipt of proposals, the selection committee consisting of The Purchasing Agent, The Parks and Recreation Director and other selected staff members will review the proposals on the basis of the evaluation criteria listed below.

B. Evaluation Percentage

- 30% Recent experience with similar type projects including ADA Title II projects.
- 25% Relevant experience and technical competence of the Consultant, the personnel assigned to this project, and the degree of participation in the project by the key personnel.
- 15% References and information from other organizations for which the Consultant has provided comparable service.
- 10% The degree of promptness and commitment with which the Consultant can commence and complete the work.
- 10% Ability of consultant to demonstrate the project in clear terms that articulate in non-technical terms the issues at hand.

10% Total evaluated cost.

VI. General Terms

A. Guarantees and Warranties

Each respondent shall submit a complete breakdown of any product/service warranties or guarantees that are included in their proposal.

B. Indemnification

To the fullest extent permitted by law, the successful respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the Town of Groton, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the respondent's performance of the Agreement or any other agreements of the respondent entered into by reason thereof. The respondent shall indemnify and defend the Town of Groton, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the respondent, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The respondent agrees that it will procure and keep in force at all times at its own expense, insurance in accordance with these specifications.

C. Equal Opportunity – Affirmative Action

The successful respondent shall comply in all aspects with the Equal Employment Opportunity Act.

D. Freedom of Information

All proposal submissions and materials become property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

E. Termination

Following implementation, should the Town find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the Town Manager as being in the best interest of the Town of Groton. In the event of termination of this contract as a result of breach by the contractor, the Town shall not be liable for any fees and may, at its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be

responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

F. Period of Performance

The period of performance for this project shall be the contract effective date plus not more than 120 calendar days from the date subject to extension only by mutual agreement.

G. Availability of Funds

A proposal or contract shall be considered executory only to the extent of appropriation/funds available for such purchase. The Town's extended obligation on these contracts that anticipate extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal years or available encumbered funds. Any contract let for more than one fiscal period is also contingent upon performance of the Contractor meeting the specifications. If, in the determination of the Town of Groton, a Contractor is not meeting the requirement of the specifications the Town may terminate the contract with 30 days written notice to the Contractor. This can occur at any time during the contract period.

H. Acceptance or Rejection

The Town reserves the right to accept or reject any and all proposals and to waive any minor deviations from our proposal requirements if it is in the best interest of the Town to do so.

I. Insurance Requirements

The Contractor, at his expense, will provide, carry and maintain throughout the term of this contract, adequate insurance as requested by the Town that will protect the Contractor, the Town of Groton, its officers, employees and volunteers from any and all claims for loss, damage, injury or death which may arise from the operation of this contract by the Contractor or anyone directly or indirectly employed by them. Policies shall be so written that the Town of Groton will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. Certificates showing that all of the Contractor's operations are covered, and stating the coverage with the Town included as an additional insured, the limits of liability, expiration dates and exclusions, if any, will be filed with the Town of Groton before the term of the contract commences.

The Contractor shall provide the Town with certification by a properly qualified representative of the insurer that the Contractor's insurance complies with this section.

All of the insurance policies required shall have the legal company name of the insurer providing coverage, and contain the current rating of the insurer as provided by "Best's Insurance Reports", which must be A-, VII or above. This obligation applies to coverage written on an occurrence as well as a "claims-made" basis.

The Insurance Certificate must state whether coverage is written on an "occurrence" basis or a "claims-made" basis. All insurance must maintain that the Town is an

"additional insured" for General Liability and Umbrella policies, and any other coverage as the Town may require for specific projects. Such insurance must be issued by insurance companies licensed to write such insurance in the State of Connecticut.

The Town of Groton, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Section A. Worker's Compensation and Employer's Liability

Worker's Compensation must be provided in accordance with the Worker's Compensation Laws of Connecticut. Should a Contractor be involved in operations requiring coverage under special State or Federal Acts, such as Maritime or Railroad, the Contractor must provide evidence of this coverage. Should a Contractor be exempt from the Worker's Compensation Laws of the State of Connecticut, or any other State or Federal requirements, evidence of such exemption must be provided to the Town and a "Hold-Harmless" agreement provided in language satisfactory to the Town holding it harmless in the event of any claim for injury or damages. Contractors based out-of-state must provide evidence that their Worker's Compensation policy will cover injuries/illnesses sustained while working in the State of Connecticut.

The Contractor is responsible for ensuring that all of its subcontractors carry Worker's Compensation Insurance, as described above.

Employer's Liability must be provided in accordance with the following limits:

\$500,000 each - Bodily Injury
\$500,000 disease - Policy Limit - Bodily Injury
\$500,000 disease - Each Employee - Bodily Injury

Section B. General Liability

Occurrence Policy Guidelines

General Liability - Written under commercial or comprehensive form including the following: (Premises/Operation, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury.)

- General Aggregate \$2,000,000
- Products/Completed Operations Aggregate \$2,000,000

• Personal & Adv Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (any one fire)	\$1,000,000
• Medical Expense (any one person)	\$10,000

Excess Liability (Umbrella)

• Each Occurrence	\$1,000,000
• Aggregate	\$1,000,000

The Town requires that these aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever claims reduce the General Aggregate below \$2,000,000. If the aggregate limits include defense costs the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period keeping the required limits in full force and effect. The Town of Groton reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

Claims-Made Coverage Guidelines

General Liability - Written under commercial or comprehensive form including the following:

- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors,
- Broad Form Property Damage and Personal Injury.

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

- Erosion of any aggregate limits.
- Advance of any retroactive dates.
- Cancellation or non-renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Groton is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the

Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

Liability Limits: Same as those under "Occurrence Policy Guidelines".

Section C. Automobile Liability

Automobile Liability - coverage for commercial or comprehensive automobile liability (vehicular), covering any auto, all owned autos (private passenger), all owned autos (other than private passenger), hired autos and non-owned autos.

- Combined Single Limit – Bodily Injury/Prop Damage \$1,000,000

Insurance under B & C above must provide for a 30-day notice to the Town of Groton of cancellation, non-renewal, termination, or any restrictive amendment.

SECTION D. PROFESSIONAL LIABILITY

The Contractor must have professional errors and omissions coverage with a liability limit of \$2,000,000 aggregate. The professional firm must provide proof that these limits are available under the policy depicted in the Certificate of Insurance. The professional is responsible for the payment of any deductible associated with any claim made against this policy. The firm must state whether the coverage is occurrence form or claims made coverage. If the coverage is claims made it is the Contractor's responsibility to assure that the coverage remains in force not only concurrently with the project dates but as per the terms of the contract specifications.

J. Proposal Submission

Please submit two (2) copies of the proposal to:

RFP for ADA Accessibility Audit
Town of Groton
45 Fort Hill Road
Groton, CT 06340
Attn: Mr. John Piacenza

F. Proposals shall be valid for a period of 120 days from the due date.

G. **Proposals will be received at the Office of the Purchasing Agent, until 2:30 p.m. prevailing time on March 28, 2013.** Any inquiries regarding the RFP procedures shall be directed to: JOHN F. PIACENZA, PURCHASING AGENT, (860) 441-6681. Pricing shall not be discussed with any individual in the Town other than the Purchasing Agent.

H. Technical questions must be submitted in writing to John Piacenza, Purchasing Agent, (jpiacenza@groton-ct.gov) no later than the close of business on 3/14/2013. Written responses

shall be provided via an addendum to this solicitation on 3/21/13. No verbal questions will be accepted.

Part II

Proposal Format

Cover Letter

This section should contain the name and address of the respondent and the name(s) and telephone numbers of the primary contact individual(s) of the proposing firm. These individuals should be authorized to answer technical, price, and/or contract questions. The cover letter should also provide an overview of the proposal, showing a thorough understanding of the needs of the Town.

Table of Contents

This page lists the proposal sections for reference purposes followed by the sections:

1. Management Summary

This section should provide an overview of the proposed application and its benefits to the Town.

2. Contractor Profile/Qualifications

This section should provide background information on the respondent, financial information, key employee information, number of employees totally dedicated to supporting parks and recreation users only, other products offered by the Contractor, and customer base overview. While Contractor financial reports are not required, Contractor must indicate long-term financial stability and ethical record of conducting business.

3. Contractor Sales and Support Policies

In this section, provide information about additional support services offered. Provide proof of Escrow if applicable.

4. Implementation and Training

Describe your recommended Installation Planning Schedule, project staff assignments, and training. If details not yet available, a sample plan will be sufficient.

5. User Reference List

Provide a list of organizations where you have recently completed an ADA Accessibility audit, to include Organization Name, State, contact name, Telephone number, & contact email address.

6. Contractor Standard Agreements

Provide any standard contracts including license, annual maintenance, and installation support services agreement.

Proposal Form for ADA Accessibility Audit

- | | |
|---|---------|
| 1) Access Audit including Transition Plan | \$_____ |
| 2) Alternate 1 (Staff Training) | \$_____ |
| 3) Alternate 2 (Priority 2 sites) | \$_____ |
| 4) Alternate 3 (Priority 3 sites) | \$_____ |